

**DEPARTMENT OF TRANSPORTATION**

DES-OE MS #43  
1727 30TH Street, 2ND Floor  
Sacramento, CA 95816



**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
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October 10, 2003

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

Addendum No. 14

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN FRANCISCO COUNTY IN SAN FRANCISCO FROM 0.6 KM TO 1.3 KM EAST OF THE YERBA BUENA TUNNEL EAST PORTAL.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on January 21, 2004, instead of the date of October 21, 2003.

This addendum is being issued to set a new bid opening date as shown herein and revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheets 410, 505, 581, 587, 588, 609, 615, 616, 622, 623, 624B, 738, 744, 802, 806, 807, 808, 809, 810, 817, 858, 888, 890, 907, 945, and 1080 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Special Provisions, Section 2-1.05, "ALTERNATIVE BIDS," the third paragraph is revised as follows:

"The proposal shall set forth, for each Alternative schedule submitted, the unit prices, item totals, TOTAL BID (A), the number of working days bid for completion of Phase 1 work, the product of the working days bid and the cost per day shown on the Engineer's Estimate (TOTAL BID (B)), and the "Total Basis for Comparison of Bids (A+B)," all in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required."

In the Special Provisions, Section 3-1.01A, "PRE-AWARD QUALIFICATIONS MEETING," the first sentence of the first paragraph is revised as follows:

"Bidders are advised that on **January 29, 2004, at 1:00 p.m. in the third floor conference room, 1727 30th Street, Sacramento, CA 95816**, the apparent low bidder shall participate in a pre-award qualification review meeting conducted by one or more agents of the Director and the Engineer."

In the Special Provisions, Section 3-1.01B, "AWARD AND EXECUTION OF CONTRACT," is revised as attached.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," is revised as attached.

In the Special Provisions, Section 5-1.017, "CONTRACT BONDS," the second paragraph is revised as follows:

"The payment bond shall be in a sum equal to three hundred fifty million dollars (\$350,000,000). The performance bond shall be in a sum equal to three hundred fifty million dollars (\$350,000,000)."

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

In the Special Provisions, Section 5-1.018, "FOREIGN FABRICATION," is added as attached.

In the Special Provisions, Section 5-1.12, "PROJECT INFORMATION," subsection "INFORMATION HANDOUT," subsection "District Materials Information," under item "A." the following item is revised as follows:

"4- San Francisco Bay Conservation Development Commission, Amendment No. 6"

In the Special Provisions, Section 5-1.12, "PROJECT INFORMATION," subsection "INFORMATION HANDOUT," subsection "District Materials Information," under Items available for inspection, item "J" is added as follows:

"J. Preliminary working drawings for Skyway temporary towers"

In the Special Provisions, Section 5-1.27, "PAYMENTS," is revised as attached.

In the Special Provisions, Section 10-1.12, "TIME-RELATED OVERHEAD," the thirteenth paragraph is revised as follows:

"For each day the number of working days bid to complete the contract (days bid to complete Phase 1 plus 180 days), in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions, is increased or decreased due to suspensions or adjustments of contract time as specified above, the lump sum price for time-related overhead will be increased or decreased by an amount equal to the contract lump sum price bid for time-related overhead divided by the number of working days bid to complete the contract."

In the Special Provisions, Section 10-1.12, "TIME-RELATED OVERHEAD," the seventeenth paragraph is revised as follows:

"Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor."

In the Special Provisions, Section 10-1.12, "TIME-RELATED OVERHEAD," the twenty-first paragraph is revised as follows:

"For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount of time-related overhead in each monthly partial payment will be based on the number of working days that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of the work, will be paid for upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

A) The contract lump sum price for time-related overhead, divided by the number of working days bid to complete the contract (days bid to complete Phase 1 plus 180 days), in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions.

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

B) Fifteen percent of the original total contract amount divided by the number of working days bid to complete the contract (days bid to complete Phase 1 plus 180 days), in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions."

In the Special Provisions, Section 10-1.15, "ACCELERATED WORKING DRAWINGS SUBMITTAL," the paragraph immediately following the table is revised as follows:

"The Contractor shall receive approval from the Engineer for his working drawing submittal schedule, preliminary erection plan, and weight control procedure prior to preparing working drawings for the fabrication of the box girder structural steel, tower structural steel, and the cable system."

In the Special Provisions, Section 10-1.16, "WORKING DRAWING SUBMITTAL SCHEDULE," in the table following the eighth paragraph the following two items are revised as follows:

SPECIAL PROVISIONS SECTION	WORKING DRAWING SUBMITTAL	Number of Working Days for Review
10-1.51	Steel casting fabrication and erection procedures	30 (35 if greater than 120 pages)
10-1.52	Cable System working drawings	60

In the Special Provisions, Section 10-1.36, "TEMPORARY TOWERS," subsection "WORKING DRAWINGS," the second paragraph is revised as follows:

"When several temporary tower drawings or calculations are submitted simultaneously, or additional drawings or calculations are submitted for review before the review of previously submitted drawings or calculations have been completed, the Contractor shall designate the preferred sequence in which the plans and calculations are to be reviewed. The time to be provided for the review of any drawings and calculations in the sequence shall be not less than the review time specified above for that plan, plus 10 working days for each plan of higher priority which is still under review."

In the Special Provisions, Section 10-1.36, "TEMPORARY TOWERS," subsection "TEMPORARY TOWER DESIGN," subsection "Vessel Impact Design Loads," the first paragraph is revised as follows:

"Temporary towers shall be designed for accidental vessel impact and coincident wind, and current loads calculated in accordance with API RP2A. Tide and current information are included in Section 3.4 of the Ship Collision Report contained in the Information Handout."

In the Special Provisions, Section 10-1.36, "TEMPORARY TOWERS," subsection "TEMPORARY TOWER DESIGN," subsection "Vessel Impact Design Loads," the third paragraph is revised as follows:

"Temporary towers shall be designed to resist loads from impact of the Contractor's equipment. At a minimum, temporary towers shall be designed to resist an accidental impact load of 7.6 MN from any direction caused by an unattended barge, acting between elevation +7.6 m and -1.8 m NGVD, without causing any damage to the supported superstructure."

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

In the Special Provisions, Section 10-1.36, "TEMPORARY TOWERS," subsection "TEMPORARY TOWER DESIGN," the following subsection is added after subsection "Vessel Impact Design Loads":

**"Design Load Combinations**

Temporary towers shall be designed using the following load combinations:

- 1.0 (DL + 0.5 Wind + Current + Vessel Impact)
- 1.0 (DL + EQ)
- 1.0 (DL + Wind)"

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "GENERAL," the following paragraph is added after the fourth paragraph:

"Attention is directed to "Accelerated Working Drawings Submittal," of these special provisions."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "WORKING DRAWINGS," Item E of the fifth paragraph is revised as follows:

"E. Details of tack welds and the sequence of all welding. The welding sequences and processes and specified NDT of shop fabrication shall be summarized in a separate shop drawing or fabrication procedure for each welded joint."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "ERECTION PLAN" is revised as follows:

**"ERECTION PLAN**

The Contractor shall submit working drawings and supplemental calculations for the erection of structural steel in accordance with the requirements in "Working Drawings," of these special provisions.

The bridge is designed as a completed structure to carry loadings from permanent service conditions and seismic events. Temporary construction loading was not considered in the design. The Contractor shall perform construction engineering to ensure temporary construction loading does not overstress any part of the permanent structure at any stage of construction.

The Contractor shall develop a preliminary erection plan prior to submitting the erection plan. The preliminary erection plan shall include the following:

- A. The sequence and limits of segments to be erected.
- B. Proposed attachment locations for transportation and lifting of each section.
- C. Methods for transportation and lifting of each section.
- D. Methods for aligning adjacent sections during erection.
- E. Locations of temporary supports and reinforcing.
- F. Methods for dimensional checks.
- G. Methods for analyzing the box girders and crossbeams for moments, stresses, deflections, and cambers throughout the proposed erection sequence.
- H. Methods for analyzing the suspension system for deflections and tensions throughout the proposed erection sequence.

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

The Contractor's preliminary erection plan shall demonstrate to the Engineer that the Contractor has a sufficient understanding of the structural system and is able to perform all required erection analyses and designs, to adequately detail and fabricate the temporary and permanent structures, and to account for varying conditions due to changes in installed weight, and changes in the specified hinge reactions.

The Contractor shall allow the Engineer 30 working days to review and approve the preliminary erection plan.

Erection of each box girder from Pier W2 to Hinge A shall be completed with a maximum of 20 lifts.

At the option of the Contractor, lifting attachments may be welded or bolted to structural steel to assist in hoisting the load, except as noted herein. Welds attaching these devices shall conform to the requirements of field welding specified herein. Such attachments shall not interfere with the holes shown on the plans. Holes shall not remain in the permanent structure, unless otherwise shown on the plans.

Lifting attachments shall not be attached to the orthotropic deck. For the tower struts, no additional bolt holes will be allowed for temporary works. Tower strut holes may be used in temporary works, as approved by the Engineer. No welding to the tower struts for temporary works will be permitted.

The erection plan shall contain all information required for the erection of structural steel, including, at a minimum, the following:

- A. Details and limits of each section to be erected;
- B. Details of attachments to each section for transportation and lifting including location, welding and removal procedures;
- C. Methods for transportation and lifting of each erected section;
- D. Method of aligning adjacent sections during erection;
- E. Details of temporary work platforms and other aids required for field welding;
- F. Locations and methods for all tack and final welds;
- G. Timing and methods for dimensional checks;
- H. Timing and methods for visual and nondestructive examination
- I. Methods for connection and removal of supports and lifting attachments.
- J. Methods for measuring the reactions at Hinge A (Contract No. 04-012024) and Hinge K (Contract No. 04-0120P4). If the measured reactions per box girder exceed 2.25 MN at Hinge A or 1.0 MN at Hinge K, the Contractor shall immediately notify the Engineer in writing. The Engineer may direct the Contractor to make modifications to the erection plan based on the measured reactions. Modifications to the erection plan will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.
- K. Complete details and substantiating calculations of the method and materials the Contractor proposes to use in prestressing high-strength bolts, including the method and sequence of stressing, working stresses and anchoring stresses.

Supplemental calculations shall include, but not be limited to, the following:

- A. Calculations indicating the stresses imposed on sections of the permanent structure due to attachments, and stresses imposed during erection, including but not limited to the effects of wind speed, local topography, and adjacent structures.
- B. Calculations indicating the stresses imposed on sections of the permanent structure during transportation.
- C. CB Estimates of final dimensions, including camber, based on dimensional measurements during the trial fit under support conditions that differ from those of the in-place condition.

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

The Contractor shall allow the Engineer 50 working days to review and approve the erection plan.

Attention is directed to the Alternative Camber Method shown on the plans. At the option of the Contractor, the Alternative Camber Method may be used to facilitate early fabrication of the box girder in accordance with the requirements shown on the plans and in this section.

Use of the Alternative Camber Method shall in no way relieve the Contractor from completing the erection plan as specified in these special provisions. The final approved erection plan shall incorporate all conditions of the as-built structure, including the measured reactions at Hinge A and Hinge K, the weight of all material, the fabricated box girder cambers, and the calculated tension and fabricated length of all suspenders and cable strands. The Contractor's final approved erection plan shall include all effects on the suspension system and the box girders from panel 95 to Hinge A resulting from use of the Alternate Camber Method. No additional compensation will be allowed because of the use of the Alternative Camber Method.

After erection, all lifting attachments shall be removed. Removal of welds shall not damage the permanent steel structure materials. All remaining welds shall be ground flush and damaged areas shall be repaired in accordance with the requirements of ANSI/AASHTO/AWS D1.5. Areas of damaged paint shall be cleaned and painted as specified in "Clean and Paint Structural Steel," of these special provisions."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "WEIGHT CONTROL," the following paragraphs are added after the first paragraph:

**"WEIGHT CONTROL**

The Contractor shall submit written, detailed procedures to monitor and control the actual weight of the suspended structure during fabrication and construction.

The weight control procedure shall include the following:

- A. Methods for determining the installed weight at various stages of the fabrication and erection.
- B. Estimated range of error of weight determination for each weight component at each stage.
- C. Identification of milestones on the working drawing submittal schedule when actual installed weight components will be determined by quantity calculations of completed fabrication drawings.

The Contractor shall allow the Engineer 20 working days to review the weight control procedure.

Weight reports shall be submitted using a format described in the approved weight control procedure. These reports shall include the weight of all installed components including utilities, platform barriers, counter weight and roadway wearing surfaces including the range of uncertainty in the estimated final weight.

This weight control procedure shall be used in conjunction with the cable erection described in the section "Cable System," of these special provisions. Attention is directed to the allowable range for target dead load moment in the box girder shown on the plans."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "ASSEMBLY," subsection "Tower Lift Sections," the first sentence of the last paragraph is revised as follows:

"Shear stresses shall not be induced in the tower struts at any time during the tower erection."

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "ASSEMBLY," subsection "Box Girder," the first paragraph is revised as follows:

"Box girder sections shall be fabricated in segments as shown on the plans. Box girder shell plates shall be fabricated with the direction of rolling aligned with the longitudinal axis of the bridge. Splices within segments shall be welded unless otherwise noted on the plans. Segments and lifts shall be dimensionally checked for matching, alignment, and camber, and shall not be shipped to the job site without prior approval of the Engineer."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "ASSEMBLY," subsection "Box Girder," the fourth paragraph is deleted.

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "SHOP WELDING," subsection "Design Details," the Item G.4.B is revised as follows:

"B. The longitudinal, transverse and diagonal distances between any two tower shaft corners AE shall not exceed a tolerance of 1 mm in 250 mm. This tolerance shall be measured at elevation 28.0 m, at all tower cross bracing elevations, and at the tower saddle grillage elevation."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "SHOP WELDING," subsection "Design Details," the Item G.4.D is revised as follows:

"D. At each tower strut location, the relative vertical location of the shear link connection between adjacent tower shafts shall not exceed 10 mm. A maximum of 10 mm thick shim plates may be used at the flange splice plates so that the shear links are level to 1 mm in 2500 mm after they are connected to the tower shafts. The elevation of each diaphragm shall be within 10 mm of the theoretical elevation. All modified connections shall be subject to review and approval by the Engineer."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "SHOP WELDING," subsection "Welding of Closed Ribs to Box Shell Plate," Item B, Item 3 of the sixth paragraph is revised as follows:

"3. No gross notches or burn-through will be permitted at the rib inside surface, although uniform melt-through of reinforcement is acceptable. Melt-through or root reinforcement internal to the closed rib may have overlap not exceeding 2 mm. A gross notch is defined as an abrupt change of internal root reinforcement reentrant angle that is less than 90 degrees in any direction."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "FIELD WELDING," the following paragraphs are added after the second paragraph:

"All joints that are to be field welded shall be protected from corrosion and contaminants during storage, shipping, and until the joints are ready to be welded.

If, during the NDT of field welding, the rejection rate exceeds 10% of the tested length, the Engineer shall have the authority to stop work and request a formal report from the Contractor stating the reason for the defects and a plan to prevent these defects from reoccurring. No compensation will be made to the Contractor for any delays caused by this stoppage of work."

04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," subsection "FIELD WELDING," the following items are added to the last paragraph as follows:

- "G. The minimum preheat for field welding of deck/shell plating for box and crossbeam lifts shall be 50°C more than the AWS D1.5, Table 4.4 requirement.
- H. Welding procedures for field welding of deck/shell plating for box and crossbeam lifts shall be qualified with a minimum of three strongbacks that are a minimum of 20 mm thick to simulate the restraint during the field welding."

In the Special Provisions, Section 10-1.52, "CABLE SYSTEM," subsection "GENERAL," subsection "Working Drawings," the following paragraph is added after the last paragraph:

"The Contractor shall allow the Engineer 60 working days to review and approve the cable system working drawings."

In the Special Provisions, Section 10-1.52, "CABLE SYSTEM," subsection "Shipping, Handling and Storing Materials," the first sentence of the second paragraph is revised as follows:

"After drawing and galvanizing, the cable wire shall be formed into coils with a barrel diameter not less than 1500 mm."

In the Special Provisions, Section 10-1.52, "CABLE SYSTEM," subsection "MATERIALS AND FABRICATION," subsection "Cable Wire," the following paragraph is added after the last paragraph:

"During the production of cable wire, the Contractor shall avoid any manufacturing processes after galvanizing. If the Contractor proposes any manufacturing processes after galvanizing, the Contractor shall demonstrate to the Engineer that zinc coating will not be damaged as a result of any proposed manufacturing processes after galvanizing."

In the Special Provisions, Section 10-1.52, "CABLE SYSTEM," subsection "MATERIALS AND FABRICATION," subsection "Shop Prefabricated Parallel Wire Strand (PWS)," the first paragraph is revised as follows:

"The shop fabrication of PWS shall account for the angle changes occurring at cable saddles and within the cable geometry as shown on the plans. Wire length within a strand shall be calculated according to the assigned radii. The top or side of a strand shall be marked for the purpose of orienting it in the field."

In the Proposal and Contract, "PROPOSAL TO THE DEPARTMENT OF TRANSPORTATION," the fourth paragraph is revised as follows:

"Bids are to be submitted for the entire work. Bids shall be submitted in conformance with the provisions in Section 2-1.05, "Alternative Bids," of the special provisions and the apparent successful bidder (low bidder) will be determined in conformance with the provisions in Section 3, "Award and Execution of Contract," of the special provisions. The amount of the bid for comparison purposes for each Alternative will be the total of the following: the sum of the item totals; and, the product of the number of working days bid to complete Phase 1 work and the cost per day shown on the proposal form. This amount shall be set forth as the "Total Basis for Comparison of Bids: (A + B)."



04-SF-80-13.2/13.9  
04-0120F4  
ACBRIM-080-1(095)N

In the Proposal and Contract, "PROPOSAL TO THE DEPARTMENT OF TRANSPORTATION," the seventh paragraph is revised as follows:

"The bidder shall also set forth, for each Alternative, the number of working days bid to complete Phase 1 work and the product of the number of working days and the cost per day shown on the proposal form, in clearly legible figures in the respective spaces provided for that purpose. In the case of a discrepancy between the number of working days and the product, the number of working days shall prevail, except that if the number of working days is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry for the product, then the amount set forth as the product shall prevail and shall be divided by the cost per day shown and the number thus obtained shall be the number of working days."

In the Proposal and Contract, in the Engineer's Estimate for Alternative 1, Items 103, and 120 are revised as attached.

In the Proposal and Contract, in the Engineer's Estimate for Alternative 2, Items 103, 111, and 120 are revised as attached.

To Proposal and Contract book holders:

Replace pages 33, 35A, 41, and 43A of the Engineer's Estimate in the Proposal with the attached revised pages 33, 35A, 41, and 43A of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Attached is a copy of District Materials Information and a CD ROM.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY:

REBECCA D. HARNAGEL, Chief  
Office of Plans, Specifications & Estimates  
Office Engineer

Attachments

### **3-1.01B AWARD AND EXECUTION OF CONTRACT**

The award of the contract, if it be awarded, will be made within 30 days after the opening of the proposals if the apparent lowest bidder has met the goal for DBE participation. The award of the contract, if it be awarded, will be made within 60 days after the opening of the proposals if the apparent lowest bidder has not met the goal for DBE participation but has claimed good faith efforts to do so. These periods will be subject to extension for such further periods as may be agreed upon in writing between the Department and the bidders concerned. The award, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done and the number of working days for completion of Phase 1 work, for each Alternative Bid submitted. If the lowest responsive "Total Basis for Comparison of Bids (A+B)" bid for Alternative 2 is more than 25 percent greater than the lowest responsive "Total Basis for Comparison of Bids (A+B)" bid for Alternative 1, the provisions of "Buy America Requirements" of these special provisions will not apply, in conformance with 23 CFR 635.410(b)(3), and the apparent successful bidder (low bidder) will be determined from the bids for Alternative 1. If a proposal does not include a complete bid for Alternative 1, the bid for Alternative 2 submitted by that bidder will be used in the determination of bidder order for Alternative 1. If the lowest responsive "Total Basis for Comparison of Bids (A+B)" bid for Alternative 2 is not more than 25 percent greater than the lowest responsive "Total Basis for Comparison of Bids (A+B)" bid for Alternative 1, the provisions of "Buy America Requirements" of these special provisions will apply, and the apparent successful bidder (low bidder) will be determined from the bids for Alternative 2.

If the apparent low bid is found to be non-responsive, the applicability of "Buy America Requirements" of these special provisions and determination of the low bidder will again be determined in the same manner specified above.

Bids in which the number of working days bid for completion of Phase 1 work exceed 1950 will be considered non-responsive and will be rejected.

The contract price for the awarded contract will be the "Total Bid (A)" set forth in the proposal for the selected Alternative.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

#### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in "Order of Work," of these special provisions, Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the electrical materials required for this contract has been received and accepted by the vendor; and the statement shall be furnished within 15 calendar days after the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. The statement shall give the date that the electrical materials will be shipped. If the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

A working day as defined in said Section 8-1.06 is re-defined for this project. Paragraph 2 through paragraph 5, inclusive, of said Section 8-1.06 shall not apply. Saturdays, Sundays and legal holidays, including days of inclement weather, will be counted as working days.

The work shall be completed in two phases. Phase 1 consists of the DESIGNATED PORTION OF THE WORK as described in Section 10-1.01 "Order of Work" of these special provisions and all other work required to allow for the acceptance of all lanes of public traffic in the westbound direction. Phase 2 consists of all the remaining work.

Phase 1 work shall be diligently prosecuted to completion before the expiration of the number of working days bid beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$100,000 per day, for each and every calendar day's delay in finishing Phase 1 work in excess of the number of working days bid

Phase 2 work shall be diligently prosecuted to completion before the expiration of the number of working days bid plus 180 working days beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$100,000 per day, for each and every calendar day's delay in finishing Phase 2 work in excess of the number of working days bid plus 180 working days.

Should both liquidated damages accrue concurrently no more than \$100,000 per day will be assessed.

Inspection, testing, and review duties performed by the Engineer shall be considered as included in the number of working days for completion of the Designated Portions of Work and no extensions of time will be allowed for such actions in determining liquidated damages.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule (Critical Path Method)" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

#### **5-1.018 FOREIGN FABRICATION**

Attention is directed to Section 6-1.08, "Foreign Materials," of the Standard Specifications and these special provisions. The second paragraph of Section 6-1.08, "Foreign Materials," in the Standard Specifications, shall not apply.

It shall be the Contractor's responsibility to deliver materials obtained from outside of the United States to the point of entry into the continental United States in sufficient time to permit timely delivery to the job site.

To facilitate discussion between Department and Contractor representatives during materials and fabrication inspections and audits that occur outside the United States, where English is not fluently spoken by onsite representatives, the Contractor shall ensure that a translator is available at the facility at all times when the Department's quality assurance representatives are present.

Full compensation for ensuring that the translator is available shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

All documents pertaining to the contract, including but not limited to, correspondence, bid documents, working drawings and data shall be written only in the English language and all numerical data shall use the International System of Units (SI) for measurement.

When Department audit, inspection, or test witnessing is requested for facilities outside the United States, the Contractor shall provide 14 calendar days notice to the Department, except when Department representatives are already on site.

### 5-1.27 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions, and Section 8-4.01, "Audits," of these special provisions.

Partial payments shall conform to Section 9-1.06, "Partial Payments," of the Standard Specifications and these special provisions.

The third and fourth paragraphs of Section 9-1.06, "Partial Payments," shall not apply.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance, after deducting therefrom all previous payments and all sums to be kept or withheld under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgement of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

Retentions and funds kept or withheld from payment, due to the failure of the Contractor to comply with the specifications, will not be subject to the requirements of Public Contract Code Section 7107 or to the payment of interest pursuant to Public Contract Code Section 10261.5.

Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications shall not apply.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

A. Electronic Mobile Daily Diary Computer System Data Delivery	\$20,000
B. Working Drawing Campus	\$5,000,000
C. Accelerated Working Drawings Submittal	\$5,000,000
D. Project Schedule (Critical Path)	\$100,000
E. Establish Marine Access	\$35,000,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Prestressing steel in sealed containers
- B. Prestressing ducts and anchorages
- C. Bearings
- D. Seismic Joint
- E. Bar reinforcing steel
- F. Bar reinforcing steel (epoxy coated)
- G. Structural steel
- H. Miscellaneous metal
- I. Steel barrier
- J. Railings
- K. Prefabricated parallel wire strand and wire
- L. Suspender ropes
- M. High Strength Prestressing Rod
- N. S-Wire wrapping

Plate steel for fabrication of structural steel and fabricated elements for structural steel, fabricated and in fenced areas with locked gates or in locked warehouses will be eligible for partial payment if the Contractor furnishes evidence satisfactory to the Engineer that its storage is subject to or under the control of the Department and that it has been designated or fabricated specifically for this project and is of such character that it is not adaptable to any other use.

For the purpose of making partial payments for materials furnished but not incorporated in the work pursuant to these special provisions and Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount of \$200,000,000 for each monthly pay estimate shall be deemed to be the maximum value which will be recognized for progress payment purposes, until such material is incorporated in the work.

To be eligible for these payments, the successful bidder shall furnish a bond or first demand bank guarantee to secure the value of potential partial payments for material furnished but not incorporated in the work pursuant to these special provisions and Section 9-1.06, "Partial Payments," of the Standard Specifications." The bond form will be furnished to the successful bidder by the Department. The bond shall be in a sum equal to at least \$200,000,000. All alterations, extensions of time, extra and additional work, and other changes authorized by these special provisions or any part of the contract may be made without securing the consent of the surety of the bond.

CONTRACT NO. 04-0120F4  
REVISED PER ADDENDUM NO. 14 DATED OCTOBER 10, 2003

**ENGINEER'S ESTIMATE****04-0120F4****Alternative 1**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
101 (S-F)	750501	MISCELLANEOUS METAL (BRIDGE)	KG	563 950		
102	030713	PERIMETER FENCE (TYPE WM 1.8)	M	410		
103 (S-F)	833020	CHAIN LINK RAILING	M	130		
104 (S-F)	049339	STEEL BARRIER (TYPE 732 MODIFIED)	M	2490		
105 (S-F)	049340	BIKEPATH RAILING	M	1246		
106 (F)	839527	CABLE RAILING (MODIFIED)	M	3000		
107 (F)	839717	CONCRETE BARRIER (TYPE 732 MODIFIED)	M	7		
108	840515	THERMOPLASTIC PAVEMENT MARKING	M2	18		
109	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	7500		
110	030715	75 MM PAINT TRAFFIC STRIPE (BLACK, 1-COAT)	M	2500		
111	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	590		
112	840666	PAINT PAVEMENT MARKING (2-COAT)	M2	8		
113	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1390		
114	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440		
115	030716	UNDERGROUND	LS	LUMP SUM	LUMP SUM	
116	049341	ELECTRICAL UTILITIES REMOVAL	LS	LUMP SUM	LUMP SUM	
117 (S)	049342	ELEVATOR	LS	LUMP SUM	LUMP SUM	
118 (F)	049343	MAINTENANCE TRAVELER	LS	LUMP SUM	LUMP SUM	
119 (S-F)	049344	MAINTENANCE TRAVELER (BIKEPATH)	LS	LUMP SUM	LUMP SUM	
120 (S-F)	049345	TRAVELER SUPPORT RAIL	KG	398 570		

**ALTERNATIVE 1**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
161	031526	SAS SUPERSTRUCTURE ROADYWAY WESTBOUND	LS	LUMP SUM	LUMP SUM	
162	BLANK					
163 (S)	049349	SEIMIC JOINT (HINGE AW)	LS	LUMP SUM	LUMP SUM	
164 (S)	049350	SEIMIC JOINT (HINGE AE)	LS	LUMP SUM	LUMP SUM	
165	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

**TOTAL BID (A)(ALTERNATIVE 1):**

\_\_\_\_\_

**TOTAL BID (B)(ALTERNATIVE 1):**

**\$100,000.00**    x    \_\_\_\_\_

(Cost Per Day)    **(Enter Working Days Bid)**  
(Not To Exceed 1950 Days)

\_\_\_\_\_

**TOTAL BASIS FOR COMPARISON**

**OF BIDS: (A + B)(ALTERNATIVE 1):**

**FOREIGN STEEL AND IRON ALTERNATIVE**

\_\_\_\_\_



# ENGINEER'S ESTIMATE

04-0120F4

## ALTERNATIVE 2

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
101 (S-F)	750501	MISCELLANEOUS METAL (BRIDGE)	KG	563 950		
102	030713	PERIMETER FENCE (TYPE WM 1.8)	M	410		
103 (S-F)	833020	CHAIN LINK RAILING	M	130		
104 (S-F)	049339	STEEL BARRIER (TYPE 732 MODIFIED)	M	2490		
105 (S-F)	049340	BIKEPATH RAILING	M	1246		
106 (F)	839527	CABLE RAILING (MODIFIED)	M	3000		
107 (F)	839717	CONCRETE BARRIER (TYPE 732 MODIFIED)	M	7		
108	840515	THERMOPLASTIC PAVEMENT MARKING	M2	18		
109	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	7500		
110	030715	75 MM PAINT TRAFFIC STRIPE (BLACK, 1-COAT)	M	2500		
111	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	590		
112	840666	PAINT PAVEMENT MARKING (2-COAT)	M2	8		
113	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1390		
114	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	440		
115	030716	UNDERGROUND	LS	LUMP SUM	LUMP SUM	
116	049341	ELECTRICAL UTILITIES REMOVAL	LS	LUMP SUM	LUMP SUM	
117 (S)	049342	ELEVATOR	LS	LUMP SUM	LUMP SUM	
118 (F)	049343	MAINTENANCE TRAVELER	LS	LUMP SUM	LUMP SUM	
119 (S-F)	049344	MAINTENANCE TRAVELER (BIKEPATH)	LS	LUMP SUM	LUMP SUM	
120 (S-F)	049345	TRAVELER SUPPORT RAIL	KG	398 570		

**ALTERNATIVE 2**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
161	031526	SAS SUPERSTRUCTURE ROADYWAY WESTBOUND	LS	LUMP SUM	LUMP SUM	
162	BLANK					
163 (S)	049349	SEIMIC JOINT (HINGE AW)	LS	LUMP SUM	LUMP SUM	
164 (S)	049350	SEIMIC JOINT (HINGE AE)	LS	LUMP SUM	LUMP SUM	
165	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

**TOTAL BID (A)(ALTERNATIVE 2):**

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**TOTAL BID (B)(ALTERNATIVE 2):****\$100,000.00**    x    

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**(Cost Per Day)**    **(Enter Working Days Bid)****(Not To Exceed 1950 Days)**

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**TOTAL BASIS FOR COMPARISON****OF BIDS: (A + B)(ALTERNATIVE 2):****DOMESTIC STEEL AND IRON ALTERNATIVE**

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